

CONTRACT NO. 1514-14655

PROFESSIONAL SERVICES AGREEMENT

FOR

**BOMGAR VIRTUAL APPLIANCE, LICENSE, METRICS,
INSTALLATION AND CONFIGURATION SERVICE, TRAINING, AND
MAINTENANCE**

BETWEEN



COOK COUNTY GOVERNMENT

BUREAU OF TECHNOLOGY

AND

BOMGAR CORPORATION

CONTRACT NO. 1514-14655

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 2	Bomgar Corporation End User License Agreement
Exhibit 3	Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
Exhibit 4	CJIS Data
Exhibit 5	Evidence of Insurance
Exhibit 6	Economic Disclosure Statement Forms and Signature Pages

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Bomgar Corporation, hereinafter referred to as "Consultant".

BACKGROUND

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services. **"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Software" means the package of computer programs licensed to Customer on any Order Form. Unless specifically indicated or the context requires otherwise, the term Software shall include all Upgrades. Software includes all Third Party Software and all terms applicable to Software generally shall apply to Third Party Software, except as expressly

stated herein. Software shall include the Bomgar Software and/or the Bomgar Virtual Appliance to the extent applicable.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- | | |
|-----------|--|
| Exhibit 1 | Scope of Services and Schedule of Compensation |
| Exhibit 2 | Bomgar Corporation End User License Agreement |

Exhibit 3	Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
Exhibit 4	CJIS Data
Exhibit 5	Evidence of Insurance
Exhibit 6	Economic Disclosure Statement Forms and Signature Pages

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here. The license to County of Consultant's software and the provision of Maintenance Services is governed under the End User License Agreement attached hereto on Exhibit 2.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County. Consultant will provide its standard documentation to the County relating to the products licensed or the services purchased. For clarification, Consultant does not provide custom deliverables or "work for hire" services. Bomgar's software products are not included in the definition of "Deliverables."

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information,

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services.

ii) Salaries and Wages

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these

employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d (iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement or shall notify County in advance of any changes.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements subject to approval by Consultant. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

Subject to the limitation of liabilities in the End User License Agreement attached hereto, the Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third party claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant while onsite at County's location. For clarification, Consultant shall not be responsible for indemnifying for the County's negligence or willful misconduct. The Consultant expressly understands and agrees that any Performance Bond

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on similar Certificate Form (copy attached as Exhibit 5) or equivalent within 10 days after the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement.

or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided. For clarification, no performance bond is required under this Agreement.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created by County as a result of the performance of the Contract (the "Documents") shall be County's property.

i) Patents, Copyrights and Licenses (Intentionally Omitted)

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant specifically related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the

Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services (Omitted)

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **December 31, 2015** and continue for a period of one year or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for four (4) additional one-year periods under the same terms and

conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. All fees for renewal periods will remain the same as the current fees set forth in Exhibit 1, Schedule of Compensation, with the exception of maintenance fees, for which any annual increase during any renewal term may not exceed three percent (3%) per year. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment,

goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction for all of its customers in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its

prospective customers generally but shall not apply to prior purchases by the County.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County. This section is not applicable.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer; however, nothing in this Agreement prevents either party from availing itself of the court system to resolve a dispute after exhausting the dispute resolution process set forth in this Section. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE
WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that the statements made in the Economic Disclosure Statement (Exhibit 6) are made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

- (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity. This shall only apply if there is more than one entity jointly contracting with Cook County under this Agreement to provide goods and services.

d) Business Documents

At the request of the County, Consultant will provide evidence that its signatory has the authority to sign this Agreement.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Omitted.
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Omitted.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

In the event that Consultant has a change of ownership or control, County, upon thirty (30) days written notice, may terminate the Agreement for convenience.

b) **Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer shall give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement; however, this does not limit Consultant's right to avail itself of the court system to resolve a dispute after exhausting the dispute resolution process set forth in this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may seek any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;

- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

For clarification, the remedies herein are subject to the limitations of liability set forth in the End User License Agreement attached hereto.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

For clarification, the Dispute resolution process herein shall not be dispositive of any dispute, and Consultant may avail itself of the court system to resolve any dispute.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant

must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c. d)
Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset (Intentionally Omitted)

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for services not actually provided as of the effective date of the termination. The refund shall be made

within fourteen (14) days of the effective date of termination. For clarification this refund shall not include payments for Software. .

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance.

Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it. Notwithstanding the foregoing, severability with respect to the End User License Agreement shall be decided in accordance with the following understanding. Should a court of competent jurisdiction hold that any provision of this EULA, or portion thereof, is void, invalid, or unenforceable for any reason, that court shall replace that provision with an enforceable one most closely resembling the court's interpretation of the Parties' original intent. Should the court be unable or unwilling to do so, that provision shall be struck from this EULA and all remaining provisions shall continue in force. Each provision is separable and constitutes a separate and distinct covenant.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns. Consultant may assign this Agreement in the event of a sale, merger, or similar transaction, provided that Consultant gives Notice of any such transaction at the earliest reasonable time post to the completion of the transaction as is permitted by law. Notwithstanding the foregoing, any successor entity must be eligible to do business with Cook County as set forth in the Cook County Code of Ordinances and other applicable federal and state statutes and must comply with the terms of this Agreement; otherwise Cook County may terminate the Agreement for convenience.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume subject to mutual agreement with Consultant.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Thomas Fahner
Bureau of Technology
69 W Washington Street
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Bomgar Corporation
 578 Highland Colony Pkwy, Suite 300
 Ridgeland, MS 39157
 Attention: General Counsel

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services and Schedule of Compensation

BOMGAR™

EXHIBIT 1

Bomgar Corporation
578 Highland Colony Parkway
Paragon Center, Suite 140
Ridgeland, MS 39157
Phone: 678.787.0922
Fax: 866.823.5012

Sales Rep.

Barrett Elkins

Date

10/7/2015

Quote #

B-201502-75849

Quote | Order Form

Quote To:

Tom Fahner
Cook County
69 W Washington St
Chicago, IL 60602
United States

Deliver To:

Tom Fahner
Cook County
69 W Washington St
Chicago, IL 60602
United States

*Must match shipping address on purchase order (if applicable)

Quote Expiration Date: December 31, 2015

Renewal Date: January 01, 2017

Qty	Description	Unit Price	Discount	Ext. Price
2	Bomgar Virtual Appliance	\$1,995.00		\$3,990.00
1	Bomgar Virtual Appliance-Test/Dev - ***Cannot be used as Production Appliance***	\$1,995.00	\$997.50	\$997.50
50	Bomgar License-ELA Volume Discount	\$2,995.00	\$1,400.00	\$79,750.00
1	Implementing Bomgar Metrics	\$10,000.00	\$3,000.00	\$7,000.00
4	Installation and Configuration Service -- ONSITE config, T&E included	\$2,500.00		\$10,000.00
2	Representative Essentials On-Site Course	\$1,500.00		\$3,000.00
4	Bomgar Configuration Health Check -- ONSITE per day, post-implementation, T&E included	\$2,500.00		\$10,000.00
1	System Administrator Essentials with Lab On-Site Course (Up to twelve attendees)	\$6,000.00		\$6,000.00
1	First Year Maintenance Virtual Appliance (12 months maintenance)	\$399.00	\$199.50	\$199.50
50	First Year Maintenance Bomgar License (12 months maintenance)-ELA Volume Discount	\$599.00	\$249.00	\$17,500.00
2	First Year Maintenance Virtual Appliance (12 months maintenance)	\$399.00		\$798.00
			SubTotal	\$139,235.00
			Total	\$139,235.00

Order Form subject to terms in PSA and EULA mutually agreed by the parties on December 31, 2015

Similar License and Maintenance pricing will be held for five (5) years for any incremental County purchases.

Any annual Maintenance pricing increase will not exceed 3% for five (5) years

Agreed and Accepted:

Signature_____

Date_____

Title_____

Fax#_____

Payment Method

☐ I wish to pay using an attached P.O. (subject to credit approval and acceptance)*

* All payments due within thirty (30) days of invoice.

☐ I wish to pay by Credit Card*

* I authorize Bomgar Corporation to charge my credit card the amount shown above.

* Please do not process a check or electronic transfer for payment until you have received an invoice.

Order Contacts

Please provide contact information for the following areas for this order.

Shipping Contact (required on all hardware orders)

Name: Tom Fahner

Phone: (312) 603-1366

Email: thomas.fahner@cookcountyil.gov

Technical Contact

Name: Tom Fahner

Phone: (312) 603-1366

Email: thomas.fahner@cookcountyil.gov

Renewal Contact

Name: Tom Fahner

Phone: (312) 603-1366

Email: thomas.fahner@cookcountyil.gov

Services Contact

Name: Tom Fahner

Phone: (312) 603-1366

Email: thomas.fahner@cookcountyil.gov

Training Contact

Name: Tom Fahner

Phone: (312) 603-1366

Email: thomas.fahner@cookcountyil.gov

EXHIBIT 2

Bomgar Corporation End User License Agreement

EXHIBIT 2
BOMGAR CORPORATION
END USER LICENSE AGREEMENT

IMPORTANT – PLEASE REVIEW CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (“EULA”). THIS EULA IS ENTERED INTO BETWEEN BOMGAR AND CUSTOMER AS OF THE EFFECTIVE DATE. CUSTOMER HEREBY ENTERS INTO AND ACCEPTS THIS EULA AND THE TERMS AND CONDITIONS HEREOF.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Except as may otherwise be defined herein, the following terms are defined for the purposes of this EULA and any Order Form as follows:

“Beta Software” has the meaning set forth in Section 2.5.

“Bomgar” means Bomgar Corporation, a Delaware corporation.

“Bomgar Software” means the package of proprietary computer software programs in Object Code as identified on the Order Form.

“Bomgar Virtual Appliance” means the package of proprietary computer software programs in Object Code as identified on the Order Form.

“Concurrent User(s)” means an employee or authorized agent of Customer who is directly or indirectly accessing the Software at any particular point in time. Should the same employee or authorized agent of Customer have multiple simultaneous accesses to the Software, each access shall be separately considered a Concurrent User. A license for a Concurrent User only grants access rights to individuals; devices and machines may not utilize a Concurrent User license to access to the Software.

“Confidential Information” means information disclosed by one party to the other party under this Agreement that is marked as confidential. Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by another party.

Notwithstanding the foregoing, Confidential Information does not include information that are or can be made public record as a matter of law.

“Customer” means Cook County, Illinois.

“Documentation” means the written or electronic documents, help files, and other textual matter that describes the specifications, functionality, and limitations, which are included with the Software. Documentation shall not include Source Code.

“Effective Date” means December 31, 2015, the date set forth in Article 4 of the Professional Services Agreement.

“EULA” means this End User License Agreement.

“Fee(s)” means the applicable fee (as set forth on the Order Form) paid by Customer to Bomgar for the Products and/or Services.

“Feedback” has the meaning set forth in Section 2.5.

“License” means the rights granted in Section 2 below.

“Maintenance Services” means the services provided by Bomgar to Customer as described in Section 3.

“Mobile SDK” means the files, libraries, and tools provided or made available to Customer by Bomgar pursuant to this EULA as further described in Section 2 below.

“Object Code” means Software code produced by a compiler from the Source Code and is in the form of machine language that a computer can execute directly.

“Order Form” means the purchase order, ordering document, or similar document, between Bomgar, or a Bomgar authorized reseller and Customer referencing the licensing of the Software, Services, and any Maintenance Services. The Order Form is a material part of this EULA.

“Products” means the Software licensed by Customer.

“Professional Services” means the services that are described in an Order Form and/or applicable statement of work (“SOW”) under the terms and conditions of this EULA. Such SOW may be amended or modified in writing by agreement of both parties hereto.

“Services” means Professional Services and/or Maintenance Services.

“Software” means the package of computer programs licensed to Customer on any Order Form. Unless specifically indicated or the context requires otherwise, the term Software shall include all Upgrades. Software includes all Third Party Software and all terms applicable to Software generally shall apply to Third Party Software, except as expressly stated herein. Software shall include the Bomgar Software and/or the Bomgar Virtual Appliance to the extent applicable.

“Source Code” means Software code written by a programmer in a high-level language and readable by people but not computers. Source code must be converted to Object Code before a computer can read or execute the program.

“Third Party Software” means Software that is owned and licensed by parties other than Bomgar and that is integrated with or made part of the Software, or otherwise necessary for the operation of the Software.

"Upgrade" means any modification, correction, enhancement, deletion, or substitution to Software, including but not limited to, any data file or module thereto that may be provided by Bomgar or a third party, whether under this EULA, any Third Party Software license, or any other agreement between Customer and Bomgar. Upon the installation of any Upgrade of the Software, Customer's License to previous versions of the Software terminates.

2. License.

2.1 Subject to the terms, conditions, and limitations set forth in this EULA, including the payment of the applicable Fee, Bomgar hereby grants to Customer a limited, perpetual, non-exclusive, non-transferable, non-sublicenseable, non-proprietary Object Code License to do the following:

For BOMGAR SOFTWARE: install, use, and execute the Bomgar Software for concurrent use by the number of Concurrent Users Licenses granted on the Order Form; (b) use the Documentation only for the purpose of installation and use of the Bomgar Software as authorized herein; and (c) make one back-up copy of the Bomgar Software and Documentation solely for disaster recovery purposes. For clarification, Customer may allow third party contractors to utilize the Bomgar Software to provide internal remote support for Customer.

For BOMGAR VIRTUAL APPLIANCES:

install, use, and execute the Bomgar Virtual Appliance on two VMware one virtual machines; (ii) use the Documentation only for the purpose of installation and use of the Bomgar Virtual Appliance on a VMware virtual machine; and (iii) make one back-up copy of the Bomgar Virtual Appliance and Documentation solely for archival purposes. For clarification, Customer may allow third party contractors to utilize the Bomgar Software to provide internal remote support for Customer.

Customer shall be responsible for a breach of this EULA by such third party contractors.

The License granted hereunder does not include any other rights except as expressly specified herein. Any use or copying of the Software or Documentation not expressly authorized hereunder is prohibited and a breach of this EULA.

2.2 This License is granted solely for Customer to utilize the Software in support of its internal business activities or to provide third party remote support to its customers. Except as specifically permitted in this EULA or as permitted by Bomgar's prior written consent, Customer shall not, and shall not allow third parties to, directly or indirectly (i) use any Confidential Information to create any software or documentation that is similar to any of the Software or Documentation; (ii) encumber, transfer, rent, lease, time-share or use the Software in any service bureau arrangement or for the benefit of any third party; or (iii) copy (except as expressly authorized herein), distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify the Software. Notwithstanding

any of the foregoing, Customer may allow authorized consultants to use the Software. Customer shall be responsible for any breach of this EULA by such authorized consultants.

2.3 All Third Party Software is licensed to Customer in accordance with and subject to a separate license agreement(s) included with the Software, listed in the Documentation. Bomgar represents that when Customer uses the Software in conformance with this Agreement then Customer is in compliance with the license requirements of the Third Party Software.

2.4 The License to the Software may also include the ability of Customer to distribute to end users the Mobile SDK in conjunction with Customer's proprietary software application. Customer must ensure that the Bomgar copyright and other proprietary notices that appear in the Mobile SDK and related Documentation are retained and reproduced in full in all copies of the Mobile SDK that Customer makes as permitted under this EULA. Customer must not sell, redistribute, rent, lease, lend or sublicense all or any part of the Mobile SDK, or allow others to do such things. Customer must not use the Mobile SDK for any purpose that is not expressly permitted under this EULA. Except for the limited license granted to Customer in this EULA, all rights, title, and interest in and to the Mobile SDK and any Upgrades that are made available to Customer under the EULA remain, at all times, the sole and exclusive property of Bomgar. Apart from the license rights expressly set out in this EULA, Bomgar may, in the event of violation of terms under this section, terminate Customer's ability to distribute such Mobile SDK to end users upon thirty (30) days written notice to Customer, provided that such violation is not cured within fifteen (15) calendar days following written notice of such violation.

2.5 Intentionally Omitted.

2.6 Customer further agrees: (i) not to knowingly use the Software to distribute, post, or otherwise make available any software or computer files that contain a virus, worm, Trojan horse, or other harmful component; (ii) not to knowingly use the Software for any illegal activity; (iii) not to knowingly use the Software to disrupt or interfere with any other networks, websites, or security; (iv) not to knowingly use the Software to infringe any third party's intellectual property rights; (v) not to knowingly use the Software to distribute any libelous, harassing, defamatory, violent, illegal, vulgar, offensive, slanderous, or otherwise objectionable material of any kind; (vi) not to knowingly gain unauthorized access to computer systems or devices that Customer does not have permission to access; (vii) not knowingly use the Software under false pretense to gain access to a third party's computer, network, or information. Customer is responsible for the actions and inactions of its employees, agents, and consultants. Bomgar may suspend Customer's license to the Software at any time if it believes a violation has occurred of this EULA, provided that such violation is not cured within thirty (30) calendar days following written notice of such violation.

3. Maintenance Services; Professional Services.

3.1 Maintenance Services.

(a) In conjunction with any license granted hereunder, Customer shall purchase Maintenance Services for a period of one year from the Effective Date (the "Maintenance Period"). In the event that Customer has existing licenses already subject to Maintenance Services, Bomgar may, but is not

obligated to, prorate the fee for the Maintenance Services in order to coordinate the renewals of all of Customer's Maintenance Services. While Maintenance Services are provided on a per Concurrent User basis, Customer must purchase Maintenance Services for all Concurrent User licenses it has at the time. Maintenance Services do not include onsite service visits by Bomgar at Customer's location. The Maintenance Services shall be the services specified in (d) and (e) below. .

(b) After the termination or expiration of the Maintenance Period, Customer may purchase additional Maintenance Services by payment to Bomgar of the originally charged Maintenance Service fee in addition to any increase to these fees not to exceed 3% per year for an four (4) additional terms of one-year if such Maintenance Services are commercially available from Bomgar to its customers

. In the event that Customer elects not to extend the Maintenance Period and later seeks to reinstate such Maintenance Services, it will be in Bomgar's sole discretion whether to reinstate such Maintenance Services and on what terms. If Bomgar chooses to reinstate such Maintenance Services Customer shall pay to Bomgar the sum of a) one hundred and ten percent (110%) of all Maintenance Services fees that would have been paid had Customer continuously maintained Maintenance Services on the Software; plus b) the Maintenance Services fees applicable to the licenses for the next year.

(c) Documentation. Customer may access and use Documentation solely as authorized in this Agreement. Bomgar will update Documentation in connection with any enhancement or alteration to the Software in accordance with its normal business practices.

(d) Upgrades. Upon the installation of any Upgrade of the Bomgar Software, all rights of Customer to access, use or possess previous versions of the Bomgar Software terminates, unless version rollback is required due to operating issues in the upgrade version, upon notice to Bomgar, and for the length of time until the issue(s) are remediated by Bomgar in the upgrade version.

(e) Maintenance and Support Services. During the term of this Agreement and subject to the payment of the applicable fees, Bomgar will provide the following types of Maintenance and Support Services:

- (i) Documentation. Bomgar will provide access to current Documentation, online and in print form.
- (ii) Upgrades. Bomgar will provide periodic Upgrades to the Bomgar Software as the Upgrades are available.
- (iii) Telephone Support. Bomgar telephone support representatives will be available to receive Customer telephone calls between the hours of 2:00 a.m. and 7:00 p.m., C.S.T., Monday through Friday. Bomgar will provide Customer with telephone numbers(s) which designated Customer employees may use to obtain information or file error reports regarding the operation of the Bomgar Software.
- (iv) Fixes. Bomgar will correct errors in the Software unless it is determined that:

(A) Customer modifies or attempts to modify the Bomgar Software;

(B) The Bomgar Software is operated under improper or unsafe environmental conditions or is subjected to improper use.

Any repairs or corrections for defects traceable to Customer's errors, including but not limited to the above, shall not be included as Maintenance and Support Services, but rather should be billed to Customer at Bomgar's normally hourly rate existing for such services.

3.2 Professional Services. Bomgar will provide such resources and utilize such employees and/or contractors, provided that such contractors are held to the same Standard of Performance as set forth in Article 3 (c) of the Professional Services Agreement, as it deems necessary to perform the Professional Services. The manner and means used by Bomgar to perform the Professional Services desired by Customer are in the sole discretion and control of Bomgar and its agents. Bomgar shall use commercially reasonable efforts to meet the project schedules and time of performance of Professional Services set forth in the applicable SOW, and Customer agrees to cooperate in good faith to allow Bomgar to achieve completion of Professional Services in a timely and professional manner. Customer understands and agrees that Bomgar's provision of the Professional Services may depend on completion of certain Customer tasks or adherence to Customer schedules within Customer's control; consequently, the project schedule, time of performance, and Professional Services may require equitable adjustments or changes in the event such Customer tasks or schedules change, are modified, or are not completed as anticipated. For any Professional Services provided onsite at Customer's location, Bomgar shall comply with Customer's policies and procedures for onsite vendors, and Customer agrees to provide such policies and procedures in advance to Bomgar.

4. **Term.**

This EULA shall begin on December 31, 2015 and shall continue for one year, unless extended pursuant to the renewal options set forth in Section 4(c) of the Professional Services Agreement or terminated as provided in this Agreement.

5. **Termination.**

5.1 In addition to any other rights of termination set forth herein, this EULA and the License granted hereunder shall terminate (i) upon thirty (30) days after notice from Bomgar to Customer in the event that Customer or any of its officers, employees and/or agents has breached or violated any provision of this EULA, subject to Article 6 of the Professional Services Agreement.

5.2 In addition to any other remedies Bomgar may have at law or in equity, upon termination of the License, Customer shall within twenty (20) business days return to Bomgar the Software, Documentation, Confidential Information, and all copies thereof, or upon request by Bomgar, in its sole discretion, destroy the same and certify in writing by an officer of Customer that same have been destroyed together with the manner, date, and time of such destruction.

5.3 Termination shall not release Customer and Customer shall remain liable to Bomgar for all amounts incurred and/or due and payable as of the effective date of termination. Except as may otherwise be provided in the Third Party Software license agreements, Customer's license to Third Party Software terminates at such time as Customer's license to the Software terminates.

5.4 The provisions of Sections 7, 8, 9, 10 and 11 (and all other provisions which by their nature would extend beyond the term of this EULA) shall survive the termination of this EULA.

6. Fees and Payments.

6.1 Customer shall pay to Bomgar the Fees and other charges and expenses as set forth in the Order Form. All fees shall be payable in U.S. Dollars and shall be due and payable within thirty (30) days of the receipt of the Products. In addition, should Customer fail to pay any undisputed fees when due, regardless of the purpose of those fees, Bomgar in its sole discretion may (i) terminate the Customer's ability to purchase additional Products or Services while charges are past due, (ii) withhold Maintenance Services, or (iii) terminate Professional Services.

If Customer represents it is tax exempt and is tax exempt from paying sales, use, or other taxes, Customer must will provide Bomgar with appropriate evidence of tax exemption for all relevant jurisdictions. The Customer's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

6.2 For additional purchases of Products or Services after the initial purchase under this Agreement, Customer and Bomgar may amend the Agreement as set forth in Article 10 (c) of the Professional Services Agreement and shall issue a purchase order which shall be governed by the terms of this Agreement. Bomgar acceptance shall be the performance and delivery of the applicable Products and/or Services.

7. Title and Prohibited Actions.

7.1 All right, title, and interest in and to the Software and the Documentation, including, without limitation, the media on which the same are furnished to Customer, are and shall remain the sole and exclusive property of Bomgar; provided however that Customer shall have the right to copy the Documentation for internal training purposes of Customer employees; provided further, however, that Bomgar claims no right in the Third Party Software or Documentation, and the same is owned exclusively by the licensors of same. Customer acknowledges that no right, title, or interest in or to the Software, or the Documentation is granted pursuant to this EULA, and no such assertion shall be made by Customer.

7.2 Customer acknowledges that the Software and Documentation are works copyrighted under United States federal copyright law and protected by other intellectual property rights and embody valuable confidential and secret information of Bomgar or their Third Party licensors, the development of which required the expenditure of considerable time and money. Except as expressly provided in a Third Party License this EULA or by law, Customer shall not in any manner or under any circumstances use, copy, modify, enhance, merge, reverse engineer, reverse assemble, decompile, or in any way alter the Products or Documentation or any copy, adaptation, transcription, or merged portion thereof or otherwise attempt to derive Source Code therefrom. Customer shall not permit or allow any person to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Bomgar, and Customer shall not permit or allow any person to reproduce or copy any such material except as specifically provided in this EULA. Customer agrees to maintain any and all of Bomgar's copyright, trademark, and other notices on the Products and Documentation and shall reproduce such notices on any and all copies, in whole or in part, thereof (which copies may only be made as expressly permitted herein). Customer will not take any action that jeopardizes Bomgar's

proprietary rights or acquire any right in the Software or the Confidential Information. Bomgar will own all rights in any copy, translation, modification, adaptation, or derivation of the Software or other items of Confidential Information, including any improvement or development thereof. Customer will obtain, at Bomgar's request, the execution of any instrument that may be appropriate to assign these rights to Bomgar or perfect these rights in Bomgar's name. Bomgar is a licensee of United States Patent Nos. 6,928,479 and 6,177,932 for the Bomgar Software.

7.3 Notwithstanding anything to the contrary in Section 7.2, should any applicable laws (such as national laws implementing EC Directive 2009/24) expressly give Customer the right to perform any of the prohibited activities without Bomgar's consent, Customer shall, before exercising such right, notify Bomgar of its intent to exercise any such rights and only exercise such rights if Bomgar has not, within twenty (20) business days after Bomgar's receipt of such request, agreed to provide Customer with the result which Customer would otherwise have obtained by exercising such rights (in which case Customer shall pay Bomgar its then-standard rates for such work).

7.4 Customer shall not allow any third party to have access to the Software for the purposes of providing Maintenance Services without Bomgar's prior written consent.

7.5 Customer represents and warrants that Customer, its directors, officers, employees, contractors and agents shall only use the Products and Documentation, and any copies thereof, as permitted by applicable laws and with the knowledge and consent of the owner and user of each computer on which the Software is installed or with which the Software is used. Customer accepts complete and full responsibility for all use of the Software.

7.6 Customer agrees to provide a certified count of Bomgar licenses and products in use upon request from Bomgar within 90 days signed by an officer of the Cook County Bureau of Technology. The request will be honored no more than once per calendar year without costs being reimbursed by Bomgar. Failure of the County to provide the requested letter will grant Bomgar the right to conduct an audit with their own resources and at their expense.

7.7 Customer shall keep the Products and the Documentation in a safe and secure location and preclude unauthorized persons from having access thereto. Customer hereby permits Bomgar reasonable access to all premises where the Products may be installed or used, during normal business hours, and upon reasonable notice in order to inspect the Software and to confirm compliance with the terms hereof.

8. Warranties, Disclaimers and Limitation of Liability.

8.1 BOMGAR WARRANTS THAT IN THE CASE OF ANY THIRD PARTY SOFTWARE THAT IT HAS THE RIGHT TO GRANT A SUBLICENSE TO USE OR DISTRIBUTE SUCH THIRD PARTY SOFTWARE.

8.2 BOMGAR WARRANTS THAT, FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE INITIAL DELIVERY OF SOFTWARE (THE "WARRANTY PERIOD"): (I) THE SOFTWARE WILL BE FREE FROM MATERIAL DEFECTS IN MATERIALS AND WORKMANSHIP, AND (II) THE OPERATION OF THE SOFTWARE, AS PROVIDED BY LICENSOR, WILL MATERIALLY CONFORM TO THE DOCUMENTATION APPLICABLE TO SUCH SOFTWARE

(THE "WARRANTIES"). BOMGAR'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR A BREACH OF WARRANTY SHALL BE TO: (I) REPAIR THE SOFTWARE, AS APPLICABLE, SO IT WILL CONFORM TO THE DOCUMENTATION; OR (II) REPLACE THE SOFTWARE WITH SOFTWARE THAT CONFORMS WITH THE DOCUMENTATION, AND IS FUNCTIONALLY EQUIVALENT TO THE REPLACED SOFTWARE. CUSTOMER ACKNOWLEDGES THAT LICENSOR REQUIRES FIRST YEAR MAINTENANCES SERVICES WHICH SHALL BE EFFECTIVE ONE YEAR FROM DATE OF DELIVERY OF THE SOFTWARE. THE PRECEDING WARRANTY WILL RUN CONCURRENT TO THE EXTENT IT OVERLAPS WITH THE MAINTENANCE SERVICES PERIOD.

8.3 CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF THE SOFTWARE AND SHALL AT ALL TIMES USE THE SOFTWARE IN COMPLIANCE WITH ALL APPLICABLE LAWS. THE PRODUCTS, SERVICES, AND DOCUMENTATION ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS ONLY. EXCEPT AS SET FORTH IN SECTIONS 8.1 AND 8.2, BOMGAR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, REGARDING OR RELATING TO THE SAME, OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO CUSTOMER PURSUANT TO THIS EULA OR OTHERWISE. EXCEPT AS SET FORTH IN SECTIONS 8.1 AND 8.2 TO THE MAXIMUM BOMGAR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO PRODUCTS AND SERVICES OR THE USE THEREOF. BOMGAR DOES NOT WARRANT OR REPRESENT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. BOMGAR DOES NOT WARRANT THAT THERE ARE NO DISCREPANCIES BETWEEN THE SOFTWARE AND DOCUMENTATION. CUSTOMER ACKNOWLEDGES THAT THE RECORDING FEATURES OF THE SOFTWARE MAY SUBJECT CUSTOMER TO LAWS AND/OR REGULATIONS REGARDING THE RECORDING OF COMMUNICATIONS, AND CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH SUCH LAWS AND/OR REGULATIONS.

8.4 IN NO EVENT SHALL BOMGAR, AND/OR BOMGAR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, PARENT, AFFILIATES OR SUBSIDIARIES (COLLECTIVELY THE "BOMGAR PARTIES") BE LIABLE FOR ANY LOSS OF DATA, COSTS OF SUBSTITUTE GOOD OR SERVICES, LOSS OF PROFITS OR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS EULA, OR THE USE OR INABILITY TO USE ANY PRODUCTS OR DOCUMENTATION, BASED ON ANY THEORY OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF BOMGAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The limitation of liability shall not apply to Bomgar's intellectual property indemnity obligations under Section 9, and a breach of confidentiality of information provided to Bomgar, death, gross negligence, or willful misconduct or tangible property damage.

8.5 BOMGAR PARTIES' CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS RELATING TO DEFECTIVE SERVICES, THE PRODUCTS OR OTHERWISE RELATING TO THIS EULA, SHALL NOT EXCEED TWICE THE TOTAL AMOUNT OF ALL FEES PAID TO BOMGAR HEREUNDER.

9. Indemnification.

9.1 To the extent Customer is not otherwise in breach of the terms of this EULA, Bomgar will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Software (specifically excluding the Third Party Software), directly infringes any registered United States copyright or trademark and Bomgar will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

9.2 Notwithstanding the foregoing, Bomgar shall have no liability for (i) any modifications made to any software, hardware, firmware, other materials that are made by Customer; (ii) use of technology provided by Customer; (iii) Customer's use of Software, not approved or that is prohibited by Bomgar; (iv) use of any release of the Software other than the most current made available to Customer, except as set forth in Section 3.1(d), (v) claims in which Customer has an interest.

9.3 If any Software becomes or, in Bomgar's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Bomgar shall, at its option, (i) procure for Customer the right to continue using such Software, (ii) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to Bomgar, then (iii) terminate Customer's license to the allegedly infringing Software and repurchase the affected licenses less depreciation at the rate of twenty percent (20%) per year, or pro rata for part of the year, from the date of payment to the date of removal of the applicable Software, and terminate the EULA. If Bomgar selects option (ii) or (iii), Bomgar shall notify Customer immediately. Upon receipt of proper notification, Customer shall immediately refrain from use of the allegedly infringing Software. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF BOMGAR AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS.

9.5 The reimbursing party's obligations under Sections 9.1 are conditioned on (i) the reimbursed party notifying the reimbursing party promptly in writing of such action, (ii) the reimbursed party giving the reimbursing party sole control of the defense thereof and any related settlement negotiations, and (iii) the reimbursed party cooperating with the reimbursing party in such defense (including, without limitation, by making available to the reimbursing party all documents and information in the reimbursed party's possession or control that are relevant to the infringement or misappropriation claims, and by making the reimbursed party's personnel available to testify or consult with the reimbursing party or its attorneys in connection with such defense).

10. Confidential Information.

Customer, on its own behalf and on behalf of its employees, officers, directors, agents, and affiliates, during the term of this EULA and thereafter, covenants and agrees that it will not use, disclose, divulge, disseminate or otherwise make available to any third party any Confidential Information or

otherwise make use of any Confidential Information, without the prior written consent of Bomgar except as expressly allowed herein. Customer shall use the reasonable degree of care to protect the Confidential Information, including ensuring that its employees or consultants with access to such Confidential Information have agreed in writing not to disclose or use the Confidential Information. Customer shall bear the responsibility for any breaches of confidentiality by its employees and consultants. Within fifteen (15) days after request by Bomgar, Customer shall return to Bomgar all originals and copies of any Confidential Information and all information, records and materials developed therefrom by Customer, or, upon request by Bomgar, in its sole discretion, destroy the same and certify in writing that same have been destroyed together with the manner, date, and time of such destruction. Bomgar shall be entitled to obtain injunctive and other equitable relief for the breach or threatened breach of this section. The rights under this section shall be cumulative of all other rights of Licensor. The foregoing obligations shall not apply if and to the extent that Customer establishes that: (i) the information communicated was already known to Customer, without obligation to keep it confidential, at the time of its receipt directly or indirectly from Bomgar; (ii) the information communicated was received by Customer in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by Customer without use of any Confidential Information received from Bomgar; or (iv) the information communicated was publicly known at the time of its receipt by Customer or has become publicly known other than by a breach of this EULA or other action by Customer.

11. General Provisions.

11.1 Independent Parties. The parties acknowledge that Bomgar is an independent contractor to Customer, and Bomgar may engage in other business activities at its sole discretion. This EULA does not in any way create or constitute a relationship of employment, partnership, or a joint venture between the parties.

11.2 Assignment. All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns. Bomgar may assign this Agreement in the event of a sale, merger, or similar transaction, provided that Bomgar gives Notice of any such transaction at the earliest reasonable time post to the completion of the transaction as is permitted by law. Notwithstanding the foregoing, any successor entity must be eligible to do business with Cook County as set forth in the Cook County Code of Ordinances and other applicable federal and state statutes and must comply with the terms of this Agreement; otherwise Customer may terminate the Agreement for convenience.

11.3 Remedies. All remedies set forth in this EULA shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.

11.4 Force Majeure. Neither Bomgar nor Customer shall be liable for failing to fulfill any obligation under this EULA if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

11.5 Export Controls. Customer shall comply fully with all export and import laws, regulations, orders, and policies of the U.S., or any other applicable jurisdiction. Customer shall only export or re-

export the Software and Documentation, directly or indirectly, in accordance with U.S. Export Administration Regulations, as amended. Customer acknowledges and agrees it is solely responsible for compliance with any and all import and export restrictions, and other applicable laws, in the U.S. or any other applicable jurisdiction. Customer represents that neither the United States Bureau of Industry and Security nor any other federal agency has suspended, revoked or denied Customer's export privileges, and Customer will not use or transfer the Software for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license.

11.6 Notices. All notices required pursuant to this EULA shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process

If to the Customer: Thomas Fahner
Bureau of Technology
69 W Washington Street
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Bomgar: Bomgar Corporation
578 Highland Colony Pkwy, Suite 300
Ridgeland, MS 39157
Attention: General Counsel

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Section 11.6. Notices delivered by mail are considered received three days after mailing in accordance with this Section 11.6. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

11.7 Severability. Intentionally Omitted

11.8 Governing Law and Jurisdiction. This EULA shall be governed by and construed under the laws of the State of Illinois. Bomgar irrevocably agrees that, subject to the Customer's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the EULA, or arising from any dispute or controversy arising in connection with or related to the EULA, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and

Bomgar consents and submits to the jurisdiction thereof. In accordance with these provisions, Bomgar waives any right it may have to transfer or change the venue of any litigation brought against it by the Customer pursuant to this EULA

11.9 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

11.10 No Third Party Beneficiaries. Nothing expressed or implied in this EULA is intended, or shall be construed, to confer upon or give any party other than the parties hereto and their respective corporate affiliates, executors, heirs, representatives, administrators, successors and assigns, any rights or remedies under or by reason of this EULA.

11.11 Attorneys' Fees. Intentionally Omitted.

11.12 License to Government. Omitted.

11.13 Integration and Amendment. CUSTOMER HEREBY AGREES THAT ANY VARYING OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN NOTIFICATION OR DOCUMENT ISSUED BY CUSTOMER IN RELATION TO THE SOFTWARE LICENSED HEREUNDER SHALL BE OF NO FORCE OR EFFECT.

11.14 Omitted.

11.15 Public Relations. Intentionally Omitted.

11.16 Construction. Every covenant, term and provision of this EULA shall be construed simply according to its fair meaning and not strictly for or against any party. Every reference to "including" means "including, without limitation."

11.17 Representations. The Customer represents and acknowledges that: (i) the Cook County Board of Commissioners has authorized the Chief Procurement Officer to enter into and execute the Agreement; and (ii) the issuance of this license does not constitute general publication of the Software, the Documentation or other Confidential Information.

11.18 Omitted.

EXHIBIT 3

**Minority and Women Owned Business Enterprise Commitment
and
MBE/WBE Utilization Plan**

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 0%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there

shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts

is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent

in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

From: Aleatha Easley (Contract Compliance)
Sent: Friday, August 21, 2015 12:58 PM
To: Adriaan Jelks-Brown (Procurement)
Cc: Lisa Alexander (Contract Compliance)
Subject: RE: Compliance Goal Request: Contract No. 1514-14655 - Bomgar

Hello Adriaan,

After reviewing the provided contract scope for the Professional Service Contract No. 1514-14655, the Office of Contract Compliance recommends the MBE/WBE goals for the Bomgar Appliance, License, Metrics, installation and Configuration Service, Training and Maintenance contract with estimated contract amount \$139,434.50 million for be set at 0% MBE/WBE participation.

Should you have any questions please let me know.

Aleatha Easley
Compliance Officer
Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
312.603.5504
aleatha.easley@cookcountyil.gov

EXHIBIT 4

CJIS Information

The parties agree that it is the intention that Consultant will not have access to any CJIS data during the term of the Agreement. If the parties mutually agreed that Consultant would have access then the form in Exhibit 4 will be executed by the resource accessing the CJIS data in advance.

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION
SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the
Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

- 4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.3 Security violations can justify termination of the appended agreement.
- 4.4 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.1 Audit
- 5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.2 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.3 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.4 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.5 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

CONTRACT NO. 1514-14655

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rutherford, A Marsh & McLennan Agency LLC Co. Mid-Atlantic Division 5555 Glenridge Connector Suite 600 Atlanta GA 30342	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-285-1778	FAX (A/C, No):
INSURED BOMGACORP Bomgar Corporation 11695 Johns Creek Parkway Suite 200 Johns Creek GA 30097	E-MAIL: certificates@rutherford.com	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Northern Insurance Company	
	INSURER B: Federal Insurance Company	
	INSURER C: Chubb Indemnity Insurance Company	
INSURER D: Illinois Union Insurance Company		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1381542015

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35862742	5/1/2015	5/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			70206394	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79839176	5/1/2015	5/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A	71725741	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			G25564753001	5/1/2015	5/1/2016	Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Bomgar Corporation
578 Highland Colony Pkwy Suite 140
Ridgeland MS 39157

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 6

Economic Disclosure Statement and Signature Pages

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 – 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: _____ No: _____ X

- b) If yes, list business addresses within Cook County:

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: _____ X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Bomgar Corporation

D/B/A: _____ FEIN NO/SSN (LAST FOUR DIGITS): 0074

Street Address: 578 Highland Colony Pkwy, Suite 300

City: Ridgeland State: MS Zip Code: 39157

Phone No.: _____ Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

3. Is the Applicant constructively controlled by another person or Legal Entity? ☒ Yes ☒ No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Brave Holdings, LLC	578 Highland Colony, Ridgeland, MS 39157	100%	Holding Company

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Matt Dircks	578 Highland Colony Pkwy, Ridgland MS	CEO	

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Matt Dircks

Name of Authorized Applicant/Holder Representative (please print or type)

Matt Dircks

Signature

mdircks@bomgar.com

E-mail address

Subscribed to and sworn before me
this 12th day of June, 2015

x *Jackie L. Shelt*

Notary Public Signature

CEO

Title

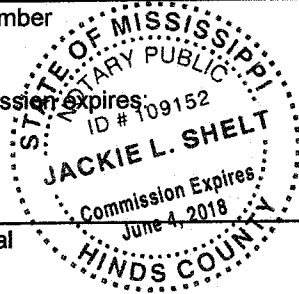
June 12, 2015

Date

770-407-1846

Phone Number

My commission expires



Notary Seal



COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: _____

Address of Person Doing Business with the County: _____

Phone number of Person Doing Business with the County: _____

Email address of Person Doing Business with the County: _____

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Matt Dircks - CEO - 770-407-1810

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ _____

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

DocuSigned by:

Matt Dircks

12/31/2015

Signature of Recipient

Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 -- Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

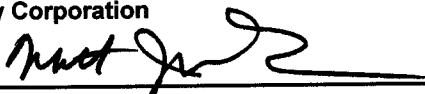
SECTION 4

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINALS

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Matt Dircks - CEO
President's Name


President's Signature

770-407-1846
Telephone

mdircks@bomgar.com
Email

Secretary Signature

June 12, 2015
Date

Execution by LLC

Member/Manager (Signature)*

Date

Telephone

Email

Execution by Partnership/Joint Venture

Partner/Joint Venturer (Signature)*

Date

Telephone

Email

Execution by Sole Proprietorship


Signature

Date

Telephone

Email

Subscribed and sworn to before me this
12th day of June, 2015.


Notary Public Signature

My commission expires

ID # 109152

JACKIE L. SHELTON

Commission Expires
June 4, 2018

Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: _____

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Bomgar Corporation

Substantial Owner Complete Name: _____

FEIN# _____

Date of Birth: _____

E-mail address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Home Phone: (____) _____

Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Matt Dircks Date: December 30, 2015

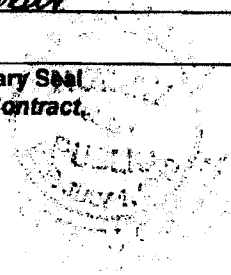
Name of Person signing (Print): Matt J. Dircks Title: CEO

Subscribed and sworn to before me this 30th day of December, 20 15

x [Signature] Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date:
Total Bid or Proposal Amount:	Contract Title:
Contractor:	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor):	Email Address (Subcontractor):
Company Address (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor):	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor)	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Not Applicable

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
<i>N/A</i>	

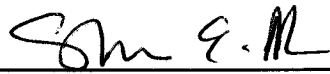
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor **Bomgar Corporation**

Name Matt Dircks, CEO
 Title Matt Dircks 12/31/2015
 Prime Contractor Signature Date

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 31 DAY OF December, 2015

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1514-14655

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$139,235.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)